

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 44
2. Contract No.		3. Solicitation No. W56HZV-06-R-0925		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2007JAN16	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ASGD WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7) RETURN TO BUYER BLOCK 7, 8, OR 10		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 05:00pm (hour) local time 2007FEB16 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name SANDRA A. GELMAN E-mail address: SANDY.A.GELMAN@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 753-2846
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11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	22
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	31
X	D	Packaging and Marking	11	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	16	X	K	Representations, Certifications, and Other Statements of Offerors	32
X	F	Deliveries or Performance	17				
X	G	Contract Administration Data	18	X	L	Instrs., Conds., and Notices to Offerors	38
X	H	Special Contract Requirements	20		M	Evaluation Factors for Award	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 44
	PIIN/SIIN W56HZV-06-R-0925	MOD/AMD	
Name of Offeror or Contractor:			

SECTION A - SUPPLEMENTAL INFORMATION

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

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[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
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- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (1) The proper TACOM addresses for offer submission are:
- (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.
- (ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.
- (2) When datafaxing or emailing an offer, the submitted file cannot exceed 3.5 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.
- (3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 3 of 44
---------------------------	--	----------------------------

Name of Offeror or Contractor:

Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 4 of 44
--------------------	---	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide all services as described in Section C, Scope of Work (SOW).</p> <p>Estimated cost: to be negotiated Fixed Fee: to be negotiated Total Amount: to be negotiated</p> <p>(End of narrative B001)</p>				
0002	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (CDRL) DD1423, hereinafter referred to as Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0003	<p><u>DATA ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish Manpower Reporting Data in accordance with Section C, Contractor Manpower Reporting (CMR).</p> <p>Unit Identification Code: W4GGAA (End of narrative B001)</p> <p>(End of narrative B001)</p>			Not Separately Priced (NSP)	\$ **NSP**

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 44
	PIIN/SIIN W56HZV-06-R-0925	MOD/AMD	
Name of Offeror or Contractor:			

B.1 Estimated Cost and Payment

B.1.1 The ESTIMATED COST for performance of the work required under this contract is stated in Section B under CLIN 0001, which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF COST.

B.1.2 The contractor will be paid for the fixed fee stated in Section B under CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT, FAR 52.216-7.

B.2 Payment

The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

*** END OF NARRATIVE B 0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 6 of 44
Name of Offeror or Contractor:		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	NOV/2005

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

[End of Clause]

C.1 SCOPE

This statement of work (SOW) describes the requirements for the Project entitled HAZ-MAT Material Vacuum Truck (HMVT). This project is in the beginning phase for research and development of a mobile Hazardous Material Vacuum unit capable of removing hazardous materials from forward areas. This vacuum unit will assist personnel a safe means of removing the Hazardous Materials.

C.1.1 Overview

The objective of this effort is to design, develop, test, and deliver a vacuum mechanism to safely remove water, soil and other debris contaminated by chemical, biological, and other hazardous materials. The contractor shall design, develop and test a filtration system. This filtration system will eliminate vacuumed chemical and biological materials as small as one (1) micron from becoming airborne and remain safely contained in a controlled environment. The Contractor shall develop, test, and deliver a high pressure water system that shall clean and neutralize bio/chemical hazardous materials contaminating underground sewer lines and catch basins. The high pressure water system shall also perform hydro-excavation, with the aid of the vacuum system, to remove contaminated materials when conventional means (i.e. heavy equipment) can not be used. The HMVT research shall demonstrate the advantages and capabilities for military use by enhancing the rapid deployment of a self-sufficient HAZ-MAT recovery mobile unit.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925MOD/AMD	Page 7 of 44
Name of Offeror or Contractor:		

C.2 REQUIREMENTS

C.2.1 Chassis/Cab Requirements

C.2.1.1 Chassis. To construct the HMVT the contractor shall use a chassis with the following minimum specifications. A 430 to 475 HP Engine, diesel engine compression brake, 10 Speed manual transmission generating 1550 foot pounds (ft. lb.) of torque, a front axle rated 20,000 lbs, 425//65R22.5 G286A front tires, a rear axle rated 46,000 pounds (lbs) (4.56 gear ratio) 73 MPH Max, a rear suspension rated at 46,000 lbs with transverse torque rods, 11R22.5 G182 RSD rear tires, ABS brakes and 100 Gallon fuel tank.

C.2.1.2 Vehicle Cab Requirements. The contractor shall deliver the vehicle complete with Air Ride Passenger Seats, fire extinguisher, AM/FM radio, and air conditioning. The contractor shall include a cab over pressure system, to prevent fine (as small as 1 micron) airborne contaminants from entering the cab.

C.2.2 Vacuum Requirements

C.2.2.1 Vacuum blower. The vacuum system shall be equipped with a minimum of a 3500 cubic feet per minute (CFM), 27 inch blower, and an objective of 5300 CFM, 27 inch blower. The blower shall be mounted on noise and vibration dampeners. The vacuum blower shall conform to MIL-STD-1474 noise standards.

C.2.2.2 Vacuum Drive System. The drive system shall include a transfer case with manual override controls and Hydro-Static Drive System. It shall be equipped with a blower disconnect; remote oil sight glass/fill; pressure lubrication; fully variable speed capability, 0 to 5 MPH; joystick controlled mounted on the cab door; closed loop hydrostatic system; noise and vibration dampening mounts onto the vacuum module. A rubber vibration dampener shall be installed on the blower.

C.2.2.3 Debris Body System. The debris body shall be capable of containing 15 cubic yards of material. The debris body shall include a full opening rear tailgate hinged at the top of the tank, and a 20 inch body access man-way. The tank shall be capable of tilting for disposal of debris collected in the debris body by a double acting, single body lift cylinder. Debris disposal shall be assisted by a heavy-duty electric vibrator capable of producing 3500 pounds of force and 4000 vibrations per minute. A debris-body liner shall be capable of being installed in the tank. A 6 inch decant with a stainless steel Betts valve and pneumatic actuator shall be installed at the bottom of the tailgate. A 12 inch ball shall be placed in the tank to prevent liquid from passing into the centrifuge filters and into the baghouse. A liquid load level indicator shall also be installed on the debris body. An 8 inch safety relief valve shall be installed to Brake Vacuum. The debris body, cannon, and 12 inch ball shall be constructed of 304L Stainless Steel.

C.2.2.3.1 Debris Body Liner. A debris-body liner shall be capable of being installed in the tank. The debris body liner shall be capable of being sealed and removed to prevent recontamination of an area. The contractor shall investigate the puncture/tear resistance and chemical resistance of potential liner materials. The liner material selected by the contractor shall be approved by the COR prior to fabrication of the liner.

C.2.2.4 Centrifugal Filtration System. The contractor shall deliver a single mode wet/dry filtration system, utilizing a minimum of 6 centrifuge filters. The filters shall be placed in parallel. The vacuum system shall be capable of distributing equal amounts of air and debris through each of the six filters. The centrifugal filters shall be mounted on the vehicle chassis.

C.2.2.5 Bag House System. The filtration system shall be equipped with 40 filter bags. The filter bags shall be capable of filtering airborne particulate as small as 5 microns. Each centrifuge filter and all ductwork shall have an access panel for easy cleaning. A stainless steel vee-wire micro safety screen shall cover the blower intake to protect the blower from debris. The centrifuge filters, ductwork, bag house and chute shall be fabricated using 304L stainless steel. The bag house shall be mounted on the vehicle chassis.

C.2.2.6 HEPA Filtration System. The contractor shall deliver a high efficiency particulate air (HEPA) filter system capable of filtering and containing airborne particulate as small as 0.5 microns. The HEPA filter will be installed as the final air filtration on the vacuum system. The contractor shall mount the HEPA filtration system onto a trailer, with a goal of integrating the HEPA system onto the vehicle chassis. If the HEPA system is mounted on a trailer, the contractor shall make the HMVT capable of towing the trailer.

C.2.6 Boom Requirements. A telescoping hydraulic boom shall be mounted on top of the HMVT. The boom shall be capable of extending a minimum of 14 feet from the center of the truck and shall be able to rotate around the truck a minimum of 270 degrees. Fixed and remote controls shall be included for operation of the boom. The fixed controls shall be mounted on the at the rear of the vehicle on the drivers side. The remote controls shall include 100 ft of cable attached at the front of the vacuum system. The boom shall be constructed of 304L Stainless Steel.

C.2.8 Water System. The contractor shall install a water tank capable of holding a minimum of 750 gallons of water onto the HMVT. The tank shall have a 20 inch manway, a 2 inch anti-siphon fill pipe on top of the tank, and a water level site tube. The tank shall be made of 304L stainless steel to prevent corrosion. The truck shall be equipped with a PTO driven, high pressure water pump, capable of pumping 80 gallons per minute (GPM) at 2000 pounds per square inch (PSI). The water supply line to the high pressure pump shall have an

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-R-0925 MOD/AMD</p>	<p style="text-align: center;">Page 8 of 44</p>
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Name of Offeror or Contractor:

inline stainless steel safety screen and isolation valve. The water supply line shall be constructed with 304L stainless steel.

C.2.8.1 Water System Connections. The water system shall have at least one high pressure water nozzle mounted on the front bumper or top of chassis cab with remote directional controls mounted in the chassis cab. The water system shall have a 2.5 inch fire hose connection, and 600 feet of 0.75 inch high pressure hose, on a rear mounted reel. The unit shall also be equipped with a hydro-static driven high pressure water pump. The pump shall have a minimum of 10,000 PSI.

C.2.8.2 Injection Systems. The water system shall be capable of delivering liquid and powdered materials into the pressurized water line. A glycol injection system with a 12 gallon reservoir, and a powdered enzyme injection system with a two (2) gallon reservoir shall be installed onto the HMVT water system.

C.2.8.3 Cold Weather Air Purge System. The HMVT shall have a cold weather water purge system including a minimum 150 PSI air pump, 200 PSI regulator, and 100 feet of 0.5 inch hose on a spring rewind reel.

C.2.9 COTS Requirement. The Contractor shall utilize commercial-off-the-shelf (COTS) technology wherever possible in the design of the platform, and design all remaining components to complete the platform design.

C.3 VEHICLE OPEN ARCHITECTURE DESIGN

The Contractor shall develop an Open System Architecture Design, in compliance with the Joint Technical Architecture-Army (JTA-Army) document, for the HMVT. The Contractor shall communicate all power parameters and diagnostics parameters to the databus. At the six (6) month quarterly review meeting, the Contractor shall present the HMVT Open Architecture Design to the COR. The COR shall review and comment on the Open Architecture Design within 15 days after the six month quarterly review.

C.4 TRADE-OFF STUDY

The Contractor shall conduct a Trade-Off Study (TOS), e.g. performance relations between components that make up the HMVT based on various designs for optimal performance and maintenance of the HMVT The TOS shall define the performance for the components (those not found on the current production vacuum trucks) to be used in the Platform; specifically, the filter bags, HEPA Filtration System, Enzyme Injection, Bomb Defusing Equipment and Debris Body Liner. The Contractor shall demonstrate the relationship of the HMVT design to commercial state-of-the-art design practices as defined by international standards bodies (e.g. SAE, ISO, IEEE). In accordance with CDRL A005, the Contractor shall deliver a TOS to the COR, for review and concurrence, no later than eight (8) months after the Contract award date. The COR will review and provide comments/concurrence within thirty (30) days. The TOS shall be completed through comparative computer simulation. The Contractor shall use dynamic modeling, and present results of this comparison at the third quarterly program review.

C.5 FINAL DESIGN REVIEW

The Contractor shall hold a Final Design Review to be held during the third quarterly program review. The contractor shall provide a list of specifications based on the requirements described in Section C.2. The Contractor shall provide CAD models of the HMVT to the COR. The Final Design Review shall be conducted in accordance with CDRL A006. The COR shall review and approve the final plan prior to vehicle fabrication within thirty (30) days.

C.6 WATER FILTRATION STUDY

The Contractor shall investigate the use of a single-mode filtration unit for vacuuming up water contaminated with oil, grease and other materials, and feasibility of removing those contaminants from the water. The Contractor shall examine whether this type of filtration could be used to clean water and recycle it back into the water-jet system. The Contractor shall investigate the effect of these contaminants on water filtration screens, dry filtration screens, blowers, and other vacuum equipment. The Contractor shall determine the feasibility of such a system. The Contractor shall brief the findings in the third quarterly meeting. Additionally, the Contractor shall include a separate section documenting the water filtration study and findings in the next scheduled monthly report.

C.7 ADDITIONAL SUPPORT ITEMS

The contractor shall deliver the following additional equipment with the HMVT:

- Heavy duty 25 feet grounding cable
- Painted steel toolbox 24 inch x 24 inch x 30 inch (Room Permitting)
- Pintle Hitch with Pneumatic with Snubber Set at 23 inches above ground
- Trailer Electrical Plug (Seven way)
- Three (3) tie-off anchors on top of body 6 feet apart
- Fold down safety rail package
- 25 feet fill hose holder 2 1/2 inch
- 25 feet fill hose 2 1/2 inch
- Galvanized Steel Tube Trays
- 2 Chalk Holders (One on Each side of truck)
- 3 6 inch x 7 feet Aluminum Tubes
- 4 6 inch x 10 feet Aluminum Tubes
- Wireless Remote to control Boom Functions, Vacuum Relief, Throttle, and Water on/off

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 9 of 44
---------------------------	--	----------------------------

Name of Offeror or Contractor:

Low Water Light and Alarm (Light to be mounted at control box and inside cab)
Tow Hooks Front and Rear
1 8 inch to 6 inch Reducer

C.8 SPARE PARTS KIT

The contractor shall deliver the following repair/replacement parts with the HMVT:

<u>QTY</u>		<u>Description</u>
80		60 inch Polypropylene Filter Bags 5 Micron
40	187-60S	60 inch Stainless Steel Hi-Vac Cages
1	1095	Body Break Cone
2	TB-500	Clamps for Body Break
1	W-39899-3	Float ball Gasket
2	5322K24	Clamp for Float ball
4	B27	Rear Chute Door Adjusting Bolts
2	BE402-2	Rear Chute Door Spring
6	331215	Ubolts Bag Hose Doors
1	18PDM4	Valve to Engage Blower and PTO
1	800EMMT4	Vac Brake Button
1	MF07511	Airtec Solenoid
1	A502-JZ-7	Tailgate Gasket
2	A502-JZ-6	Rear Chute Gasket
2	XXXX	Hydraulic Filter
1	R806	8 inch to 6 inch Reducer
2	9HE600	6 inch HD 90 degree Elbow
2	4E600	6 inch 45 degree Elbow
1	HY644	6 inch x4 inch x4 inch HD Wye
2	P6	6 inch End Plug
1	RCL800	8 inch Ring Lock Clamp
25	RLC600	6 inch Ring Lock Clamp

C.9 REPORTS:

C.9.1 Progress, Status and Management Reports. The Contractor shall submit monthly reports to the Government in accordance with CDRL A001.

C.9.2 Conference and Meeting Minutes. The Contractor shall record and submit to the Government for review, approval and distribution, the minutes of the Start of Work Meeting, all Progress Report Meetings, and all tele/video-conferences in accordance with CDRL A003.

C.9.3 Final Scientific and Technical Report. The Contractor shall prepare and submit a Final Scientific and Technical Report in accordance with CDRL A002. The Contractor shall include the Final Work Schedule, all Meeting Minutes, Demonstrations, Design Specifications, Trade Off Study, Test Plan, Test Results, and Bill of Materials all as attachments to the Final Report. The Contractor shall deliver the draft of the Final Scientific and Technical Report twenty (20) months after award to the COR for review. The COR will review and provide comments within thirty (30) days after receipt. The Contractor has 30 days to make corrections and revisions and submit the Final Report.

C.10 MEETING SCHEDULE, PROGRAM REVIEW, DEMONSTRATIONS AND PERIOD OF PERFORMANCE

C.10.1 Start of Work/Kick-Off Meeting. Within 15 days after contract award, or mutually agreed to by parties, the Contractor shall coordinate the scheduling of, and conduct, a Start of Work meeting. The Start of Work meeting shall be held at U.S. Army Tank-Automotive Research, Development and Engineering Center (TARDEC) located in Warren, MI, or at a facility approved by the COR. At the Start of Work meeting, the Contractor shall lay out his plan of action, including milestones, for the accomplishment of the contract tasks. The Contractor shall electronically provide minutes from the Start of Work Meeting to the COR.

C.10.2 Program Review. Subsequent to the Start of work meeting, the Contractor shall hold Quarterly Program Reviews. These Quarterly Program Reviews will be held at U.S. Army Tank-Automotive Research, Development and Engineering Center (TARDEC) located in Warren, MI, or in a medium approved by the COR, which can include telephone conference calls. The Contractor shall demonstrate the progress of the major subsystems of the vehicle at each quarterly review. The Contract shall electronically provide minutes from Quarterly Program Reviews to the COR.

C.10.3 HMVT Testing. Upon completion of the HMVT fabrication and assembly the Contractor shall conduct testing in support of the final design specifications approved by the COR according to section C.5. The Contractor shall create a test plan in accordance with CDRL A004, and submit it to the COR for review and approval within twelve (12) months after award. The COR will review and approve within

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 10 of 44
---------------------------	--	----------------------

Name of Offeror or Contractor:

thirty (30) days. The Contractor shall not initiate testing until approval of the test plan by the COR. The Contractor shall test in accordance with the approved Test Plan, and shall document test results in accordance with CDRL A004, and submit them to the COR for review 21 months after contract award.

C.10.4 Final Demonstration and Training.

C.10.4.1 After delivery of the vehicle to TARDEC, the Contractor shall provide a demonstration of the complete vehicle system to TARDEC engineers. The Complete vehicle system is defined as completion of production or assembly of the HMVT Unit, which is twenty (20) months from the date of Contract award. The contractor shall demonstrate the HMVTs ability to use single mode filtration to vacuum and contain wet and dry materials, to include but not limited to, sand, dirt, mud, rocks, water, 5 micron sized dust. The contractor shall demonstrate the capability of the HEPA filtration system.

C.10.4.1.1 Training. Upon delivery of the HMVT, the Contractor shall provide training for up to six (6) government personnel at TARDEC. The training shall consist of two (2) sessions. The first session shall consist of up to, two (2) hours of classroom training, including classroom training materials. The second session, shall consist of up to four (4) hours of hands on training for the vehicle/system, including basic maintenance. The contractor shall provide a facilitator for the training. The Contractor shall provide all training materials in accordance with CDRL A007.

C.10.4.1.2 Manuals. The Contractors shall deliver Operator Manuals and Maintenance Manuals for the HMVT in accordance with CDRL A008, at the same time as delivery of the HMVT. The Operator Manuals shall instruct the end user on the operation of the truck, and vacuum system. The Maintenance Manual shall provide instructions for preventative maintenance, checks and services (PMCS). The Contractor shall deliver a draft of these manuals to the COR for review and approval thirty (30) days prior to delivery of the vehicle. The COR will review and comment within fifteen (15) days after receipt. The Contractor shall deliver the final version of the Manuals within fifteen (15) days thereafter.

C.11 SCHEDULE OF DELIVERABLES

C.11.1 Data Deliverables:

C.11.1.1 Work Schedule Plan: The Contractor shall provide a Work Schedule Plan to the Government at the start of work meeting.

C.11.1.2 Final Scientific and Technical Report: The Contractor shall provide draft and final Scientific and Technical Report IAW CDRL A002 and the associated tailored DID DI-MISC 80508A(T).

C.11.1.3 Draft & Final Test Plan: The Contractor shall provide Test Plan to the COR twelve (12) months after award.

C.11.1.4 Trade Off Study: The Contractor shall provide a Trade Off Study to the Government, IAW CDRL A005.

C.11.1.5 Conference /Meeting Minutes: The Contractor shall provide Conference/Meeting Minutes, IAW CDRL A003 and the associated, untailored DID DI- ADM-81250A.

C.11.1.6 Progress, Status and Management Reports: The Contractor shall submit Monthly Progress Status and Management Reports to the Government IAW Exhibit A, CDRL DD Form 1423 CDRL A001 and IAW the associated, tailored Data item Description DI-MGMT-80227(T).

C.11.1.7 The Contractor shall provide CAD Models IAW CDRL A006, nine (9) months after award.

C.11.1.8 The Contractor shall provide Training Materials, IAW CDRL A007 including training.

C.11.1.9 The Contractor shall provide Operator/Maintenance Manuals IAW CDRL A008.

C.11.2 Hardware Deliverables:

C.11.2.1 HMVT: The Contractor shall deliver to the Government the following vehicle; one (1) Hazardous Material Vacuum Truck, HMVT as described in section C.2. twenty-two (22) months after contract award date.

C.11.2.2 HMVT: The Contractor shall deliver the additional equipment described in section C.7.

C.11.2.3 HMVT: The Contractor shall deliver the spare parts kit described in section C.8.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 11 of 44
Name of Offeror or Contractor:		

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

- (a) Definitions. As used in this clause--
 - "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
 - "Concatenated unique item identifier" means--
 - (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
 - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
 - "Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
 - "DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.
 - "DoD unique item identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
 - "Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
 - "Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.
 - "Governments unit acquisition cost" means--
 - (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
 - (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
 - (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 12 of 44
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Name of Offeror or Contractor:

"Issuing agency" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

[End of Clause]

D-2	252.211-7006	RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)	MAY/2006
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Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 13 of 44
Name of Offeror or Contractor:		

- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)
 - (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that
 - (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
 - (A) Subclass of Class I Packaged operational rations.
 - (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
 - (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 14 of 44
Name of Offeror or Contractor:		

- (D) Class IV Construction and barrier materials.
- (E) Class VI Personal demand items (non-military sales items).
- (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).
- (G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

- (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
- (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
- (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
- (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
- (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN W56HZV-06-R-0925 MOD/AMD</p>	<p>Page 15 of 44</p>
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Name of Offeror or Contractor:

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at http://www.epcglobalinc.org/standards_technology/specifications.html.

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

[End of Clause]

D.1 Packaging and Packing:

The Contractor shall package and pack all items deliverable under this Contract in accordance with standard commercial practice to assure arrival at destination without damage or loss.

D.2 Marking:

D.2.1 Technical Data Marking: The contractor shall ensure that all technical data, deliverable under this contract, is identified by contract number, contractor name and address and, where applicable, the name and address of the subcontractor who generated the data.

D.2.2 Materials and Hardware Marking: The Contractor shall mark or tag all materials and hardware required to be delivered (if any) under this Contract with the following information:

- TACOM Contract Number
- Contractor's Name
- Contractor's Address
- A Description of the Material or Hardware (e.g., Prototype Hybrid Energy Modules)

*** END OF NARRATIVE D 0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 44
	PIIN/SIIN W56HZV-06-R-0925	MOD/AMD	

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

E.1 Inspection and Acceptance Point:

Inspection and acceptance of all deliverables under this contract shall be made at Destination by the Contracting Officer or his duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

*** END OF NARRATIVE E 0001 ***

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 Period of Performance

F.1.1 All effort required under this contract, including delivery of the final technical report, shall be completed within twenty-two (22) months after contract award date.

F.2 Data Deliverables

F.2.1 Delivery of data set forth in the contract shall be in accordance with the Contract Data Requirements List, DD Form 1423.

F.3 Material / Hardware Deliverables

F.3.1 All materials / hardware required to be delivered under the contract shall be delivered FOB Destination to the following address:

Commander
U.S. Army TARDEC
ATTN: Robert Berlin, AMSRD-TAR-N, MS 272
6501 E. 11 Mile Road
Warren, MI 48397-5000

*** END OF NARRATIVE F 0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 18 of 44
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Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	52.242-4016	COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Robert Berlin AMSRD-TAR-N
E-mail: BerlinR@tacom.army.mil

The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: To be determined
E-mail: To be determined

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-3	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-4	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
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When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-5	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-6	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 19 of 44
	PIIN/SIIN W56HZV-06-R-0925	MOD/AMD	
Name of Offeror or Contractor:			

G-752.232-4005INVOICE INFORMATION REQUIREMENTJAN/1988

(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

G.1 Contractor Special Billing Instructions

- G.1.1 The contractor shall bill to the six-digit (SubLIN) and ACCRN in accordance with FAR 52.232-4005 "Invoice Information Requirement".
- G.1.2 If multiple SubLINS exist on the same four-digit major CLIN the contractor shall determine which six-digit SubLIN contains the oldest fiscal year money and invoice against the SubLIN containing the oldest money, until fully billed.
- G.1.3 To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column listed in the Appropriation and Accounting Data listed elsewhere in Section G. The first digit represents the fiscal year.
- G.2 DFAS: Special Payment Instructions-DFAS will make payments as billed by the Contractor.

*** END OF NARRATIVE G 0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 20 of 44
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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-6	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-7	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-8	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
H-11	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-12	252.246-7001	WARRANTY OF DATA	DEC/1991
H-13	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-14	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 21 of 44
---------------------------	--	----------------------

Name of Offeror or Contractor:

Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-15 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINS contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-16 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS SEP/2006
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 22 of 44
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-22	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-23	52.216-7	ALLOWABLE COST AND PAYMENT note: Delete from paragraph (a) the words SUBPART 31.2 and substitute SUBPART 31.7	FEB/2002
I-24	52.216-8	FIXED FEE	MAR/1997
I-25	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-31	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-34	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-37	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-40	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-41	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-20	LIMITATION OF COST	APR/1984
I-44	52.232-25	PROMPT PAYMENT	OCT/2003
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-46	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 23 of 44
	PIIN/SIIN W56HZV-06-R-0925	MOD/AMD	
Name of Offeror or Contractor:			

	Regulatory Cite	Title	Date
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-51	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-52	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.244-2	SUBCONTRACTS	AUG/1998
I-57	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-58	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-59	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-60	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-61	52.249-14	EXCUSABLE DELAYS	APR/1984
I-62	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-63	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-64	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-69	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-70	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	JUN/2005
I-71	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-72	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-73	252.225-7022	RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER	JUN/2005
I-74	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-75	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-76	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-77	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-78	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-79	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-80	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-81	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-82	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-83	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-84	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-85	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-86	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-87	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 24 of 44
--------------------	---	---------------

Name of Offeror or Contractor:

overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-88 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-89 52.204-7 CENTRAL CONTRACTOR REGISTRATION JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 25 of 44
---------------------------	--	----------------------

Name of Offeror or Contractor:

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 26 of 44
---------------------------	--	----------------------

Name of Offeror or Contractor:

on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-90 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR DEC/2004
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-R-0925 MOD/AMD</p>	<p style="text-align: center;">Page 27 of 44</p>
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Name of Offeror or Contractor:

1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-91 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 28 of 44
---------------------------	--	----------------------

Name of Offeror or Contractor:

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-92 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS FEB/2006

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-93 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 29 of 44
Name of Offeror or Contractor:		

I-94 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-95 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS JUN/2005

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-96 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 30 of 44
Name of Offeror or Contractor:		

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-97 52.219-4070 PILOT MENTOR-PROTEGE PROGRAM APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST (CDRL) DD1423			
Attachment 001	INSTRUCTIONS FOR COMPLETING SF298			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 32 of 44
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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$25M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K-4	52.230-7	PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES	APR/2005
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The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 33 of 44
Name of Offeror or Contractor:		

[End of Provision]

K-5 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

[End of Provision]

K-6 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER MAY/1995

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the _____ (name of contracting agency(ies)) _____ under Contract No. _____ (Contracting agency(ies) contract number(s)) _____.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the _____ (name of contracting agency(ies)) _____.

(End of clause)

K-7 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 34 of 44
--------------------	--	---------------

Name of Offeror or Contractor:

(b) Representation. The Offeror represents that it--

- [] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- [] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-8 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

K-9 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-10 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)

Name of Offeror or Contractor:

- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- ☐ have

☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute Available?

- (2) Further, in our review of the specification or technical data package in this solicitation, we--

Name of Offeror or Contractor:

[] have
[] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-1152.225-4003IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLIONMAR/1990
(TACOM)

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i) [] I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$_____.

(ii) [] I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

<u>Name</u>	<u>Address</u>	<u>Est. Value Of Subcontract</u>	<u>Est. Total of Levies Incl. In Price</u>
<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 37 of 44
Name of Offeror or Contractor:		

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 38 of 44
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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2006
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-5	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-6	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (ALTERNATE III, OCT 1997)	OCT/1997

- (a) Exceptions from cost or pricing data.
- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (c) Submit the cost portion of the proposal via the following electronic media: <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

[End of Provision]

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 39 of 44
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Name of Offeror or Contractor:

L-8 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

L-9 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY APR/1991
Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(end of provision).

L-10 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

USA TACOM-LCMC
ATTN: AMSTA-AQ (Acquisition Center)
(Protest Coordinator)
Warren, MI 48397-5000

or

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060
Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 40 of 44
Name of Offeror or Contractor:		

(End of clause)

L-12 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES OCT/2006
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-R-0925 MOD/AMD	Page 41 of 44
--------------------	---	---------------

Name of Offeror or Contractor:

with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

- contract performance will be in the best interests of the United States; or
- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

- (i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:
- (1) terminate the contract;
 - (2) re-compete the requirement;
 - (3) issue a new solicitation;
 - (4) refrain from exercising options under the contract;
 - (5) award a contract consistent with statute and regulation;
 - (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
 - (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-13 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002
 (TACOM) (NON-US POSTAL SERVICE MAIL)

- (a) Handcarried offers shall be addressed to:
- US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001
- (b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.
- (c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.
- (d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.
- (e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.
- (f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-14 52.215-4004 COST OR PRICING DATA SEP/2005

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-06-R-0925 MOD/AMD</p>	<p align="center">Page 42 of 44</p>
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Name of Offeror or Contractor:

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$550,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

- (1) Has an estimated value of \$10 million or more, or
- (2) Has an estimated value of more than \$550,000 and is more than 10% of the total contract price.

(b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

(2) For required subcontractor cost or pricing data:

- (i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and
- (ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-15 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-16 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT NOV/2002

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-06-R-0925 MOD/AMD</p>	<p style="text-align: center;">Page 43 of 44</p>
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Name of Offeror or Contractor:

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPO) and Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WH
EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-06-R-0925 MOD/AMD</p>	<p align="center">Page 44 of 44</p>
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Name of Offeror or Contractor:

WHEREAS, "nonpublic information" includes, but is not limited to such information as:
 Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);
 Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);
 Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN AUTHORIZE SUCH ACCESS.);
 Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);
 Attorney work product;
 Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and
 Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of clause]

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002

B. EXHIBIT A

C. CATEGORY.....: .

D. ITEM.Hazardous Material Vacuum Truck System (HMTV)

E. CONTRACT NO.: W56HZV06R0925

F. CONTRACTOR.:GapVax Inc

1. DATA ITEM NO.: A001

2. TITLE OF DATA ITEM : Contractor's Progress Status and Management Report

3. SUBTITLE:

4. AUTHORITY:DI-MGMT-80227(T) (see 16a. below)

5. CONTRACT REFERENCE:C.9.1, C.11.1.6

6. REQUIRING OFFICE : AMSRD-TAR-N

7. DD250 REQ: LT

8. APP CODE .:N/A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY : Monthly

11. AS OF DATE:

12. DATE OF FIRST SUB: 90 DAC

13. DATE OF SUBS. SUB:

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

ROBERT BERLIN, CONTRACTING OFFICER'S REPRESENTATIVE,
E-MAIL: BERLINR@TACOM.ARMY.MIL

SANDY GELMAN, CONTRACT SPECIALIST,
E-MAIL: SANDY.A.GELMAN@TACOM.ARMY.MIL

15. TOTAL:

16. REMARKS:

a. DI-MGMT-80227 is tailored by deleting 10.2, 10.3(j) 10.3(k), and 10.3(l).

b. The contractor shall provide spending information to the COR in each Progress Status and Management Report. The contractor shall provide the amount billed during the previous quarter and the total amount billed against the contract. The contractor shall report the amount that the contract is over or under budget.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A002

2. TITLE OF DATA ITEM : SCIENTIFIC AND TECHNICAL REPORT

3. SUBTITLE: DRAFT/FINAL TECHNICAL REPORT

4. AUTHORITY: DI-MISC-80711A(T) (see 16a. below)

5. CONTRACT REFERENCE: C.9.3, C.11.1.2

6. REQUIRING OFFICE: AMSRD-TAR-N

7. DD250 REQ .: DD

8. APP CODE ... : A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY : SEE ITEM 16

11. AS OF DATE:

12. DATE OF FIRST SUB: SEE ITEM 16

13. DATE OF SUBS. SUB: SEE ITEM 16

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

ROBERT BERLIN, CONTRACTING OFFICER'S REPRESENTATIVE,
E-MAIL: BERLINR@TACOM.ARMY.MIL

SANDY GELMAN, CONTRACT SPECIALIST,
E-MAIL: SANDY.A.GELMAN@TACOM.ARMY.MIL

15. TOTAL:

16. REMARKS:

- a. DI-MISC-80711A is tailored by deleting 10.2.
- b. The Draft of the Final Technical Report shall be delivered Twenty (20) months after date of contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The Government will review and respond within 30 days of receipt. The contractor shall submit the Final Technical Report (with the completed SF 298) within thirty (30) days after receipt of draft comments/approval.
- c. You may download the SF 298 form, from the following internet address:
<http://www.dtic.mil/dtic/forms/sf298template.doc>
Instructions for completing the SF 298 are provided in Attachment 001 to the contract.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.:A003
2. TITLE OF DATA ITEM: CONFERENCE/MEETING MINUTES
3. SUBTITLE: MINUTES; START OF WORK MEETING, PROGRESS REVIEW, AND FINAL PROGRAM REVIEW
4. AUTHORITY: DI-ADMN-81250A (See Block 16 below)
5. CONTRACT REFERENCE: C.9.2, C.11.1.5
6. REQUIRING OFFICE .: AMSRD-TAR-N
7. DD250 REQLT
8. APP CODE : N/A
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY : Blk 16
11. AS OF DATE: Blk 16
12. DATE OF FIRST SUB: Blk 16
13. DATE OF SUBS. SUB: Blk 16
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

ROBERT BERLIN, CONTRACTING OFFICER'S REPRESENTATIVE,
E-MAIL: BERLINR@TACOM.ARMY.MIL

SANDY GELMAN, CONTRACT SPECIALIST,
E-MAIL: SANDY.A.GELMAN@TACOM.ARMY.MIL

15. TOTAL:

16. REMARKS:

- a. Complete minutes in accordance with (IAW) Data Item Description (DID) DI-MGMT-81250A, Conference Minutes. For instructions on completing the required report, see DI-ADMN-81250A at the following internet address:
<http://assist.daps.dla.mil/docimages/0001/73/96/81250A.PD2>. Tailoring Notes: N/A.
- b. The contractor shall deliver meeting/conference minutes NLT 10 workdays after each scheduled meeting. The minutes shall summarize what was presented, discussions, and action items. The minutes shall also include copies of any briefing charts or other presentation materials made during the meeting/review. The COR is responsible for accepting or rejecting meeting minutes.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.:A004
2. TITLE OF DATA ITEM:TEST PLAN
3. SUBTITLE: Test and Evaluation Program Plan
4. AUTHORITY: DI-NDTI-80566
5. CONTRACT REFERENCE: C.10.3, C.11.1.3
6. REQUIRING OFFICE .: AMSRD-TAR-N
7. DD250 REQ LT
8. APP CODE : N/A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY : Blk 16

11. AS OF DATE: Blk 16

12. DATE OF FIRST SUB: Blk 16

13. DATE OF SUBS. SUB: Blk 16

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

ROBERT BERLIN, CONTRACTING OFFICER'S REPRESENTATIVE,
E-MAIL: BERLINR@TACOM.ARMY.MIL

SANDY GELMAN, CONTRACT SPECIALIST,
E-MAIL: SANDY.A.GELMAN@TACOM.ARMY.MIL

15. TOTAL:

16. REMARKS:

a. Complete test plan in accordance with (IAW) Data Item Description (DID) DI-NDTI-80566, Test Plan. For instructions on completing the required report, see DI-NDTI-80566 at the following internet address:

http://assist.daps.dla.mil/quicksearch/basic_profile.cfm?ident_number=205041. Tailoring Notes: N/A.

b. The contractor shall deliver test plan to the COR twelve (12) months after award. The COR will review the test plan within thirty (30) days. The Contractor shall not, initiate testing until receipt of approval from the COR.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.:A005

2. TITLE OF DATA ITEM: TRADE OFF STUDY

3. SUBTITLE:

4. AUTHORITY: Contractor Format

5. CONTRACT REFERENCE: C.4, & C.11.1.4

6. REQUIRING OFFICE .: AMSRD-TAR-N

7. DD250 REQ LT

8. APP CODE : N/A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY : Blk 16

11. AS OF DATE: Blk 16

12. DATE OF FIRST SUB: Blk 16

13. DATE OF SUBS. SUB: Blk 16

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

ROBERT BERLIN, CONTRACTING OFFICER'S REPRESENTATIVE,
E-MAIL: BERLINR@TACOM.ARMY.MIL

15. TOTAL:

16. REMARKS: Contractor shall demonstrate the relationship of the HMTV Design to commercial state of the art design practices and deliver a Trade Off Study (TOS) to the COR within eight (8) months after contract award. The COR will review and concur within thirty (30) days. The TOS shall be completed via comparative computer simulation.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.:A006

2. TITLE OF DATA ITEM: CAD Models

3. SUBTITLE:

4. AUTHORITY: Contractor Format

5. CONTRACT REFERENCE: C.5 & C 11.1.7

6. REQUIRING OFFICE .: AMSRD-TAR-N

7. DD250 REQ LT

8. APP CODE : N/A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY : Blk 16

11. AS OF DATE: Blk 16

12. DATE OF FIRST SUB: Blk 16

13. DATE OF SUBS. SUB: Blk 16

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

ROBERT BERLIN, CONTRACTING OFFICER'S REPRESENTATIVE,
E-MAIL: BERLINR@TACOM.ARMY.MIL

15. TOTAL:
16. REMARKS: Contractor shall deliver CAD models of the HMTV to the COR concurrent with the third quarterly program review. The COR will review and approve within thirty (30) days.
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A007
2. TITLE OF DATA ITEM : Training Materials
3. SUBTITLE:
4. AUTHORITY: Contractor Format
5. CONTRACT REFERENCE: C.10.4.1.1 & C.11.1.8
6. REQUIRING OFFICE .: AMSRD-TAR-N
7. DD250 REQ LT
8. APP CODE : N/A
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY : Blk 16
11. AS OF DATE: Blk 16
12. DATE OF FIRST SUB: Blk 16
13. DATE OF SUBS. SUB: Blk 16
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ROBERT BERLIN, CONTRACTING OFFICER'S REPRESENTATIVE,
E-MAIL: BERLINR@TACOM.ARMY.MIL

15. TOTAL:
16. REMARKS:
Hard copies of training materials to instruct up to 6 Government personnel to cover basic maintenance and operations. The Contractor shall deliver a draft to the COR thirty (30) days prior to delivery of the vehicle. The COR shall review and comment within fifteen (15) days. The Contractor shall deliver final version within fifteen (15) days of COR comments.
17. PRICE GROUP:
18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.:A008
2. TITLE OF DATA ITEM: OPERATOR AND MAINTENANCE MANUALS
3. SUBTITLE: MANUALS
4. AUTHORITY: CONTRACTOR FORMAT
5. CONTRACT REFERENCE: C.10.4.1.2 & C.11.1.9
6. REQUIRING OFFICE .: AMSRD-TAR-N
7. DD250 REQ LT
8. APP CODE : N/A
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY : Blk 16
11. AS OF DATE: Blk 16
12. DATE OF FIRST SUB: Blk 16
13. DATE OF SUBS. SUB: Blk 16
14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

ROBERT BERLIN, CONTRACTING OFFICER'S REPRESENTATIVE,
E-MAIL: BERLINR@TACOM.ARMY.MIL

15. TOTAL:
16. REMARKS:
The draft technical manual (TM) is due no later than thirty (30) days prior to delivery of vehicle. The COR will provide comments and corrections within fifteen(15) days. The Contractor shall incorporate all comments and corrections within fifteen (15) days of receipt of CORs Comments/corrections. The Contractor shall provide all manufacturer manuals for installed purchased equipment. These shall be in the original equipment manufacturers (OEM) format, with any installation modifications/changes noted in an attached note or drawing. Except as noted above for

OEM manuals, the Contactor shall deliver electronic files for all technical manuals developed under this contract. For each ETM, the Contactor shall provide a complete set of all test and graphics files for the manual(s) in a native format that is compatible with the latest version of Microsoft Word for Windows, unless otherwise discussed with and approved in writing by the PCO. The electronic submissions shall be either email or on CD-ROM readable by the computers running Microsoft Windows or as arranged in writing with the PCO.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

***** THE FOLLOWING INSTRUCTION APPLIES TO ALL REPORTS DELIVERABLE UNDER THE CONTRACT *****

Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* Office XP or Microsoft* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.

(2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or web pages for reference information. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

(5) Please note that we can no longer accept .zip files due to increasing security concerns.

NOTE. Macros: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.

Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, another acceptable media is a 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 650 MEGABYTE CD ROM to be delivered via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address:

COR: Robert Berlin, AMSRD-TAR-N
U.S. Army TACOM Life Cycle Management Command, TACOM LCMC
6501 East 11 Mile Road
Warren, MI 48397-5000

NOTE: Please select only one type of electronic media to transmit each report. For instance, do not submit a report via e-mail and CD-ROM.

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INSTRUCTIONS FOR COMPLETING SF 298

1. REPORT DATE. Full publication date, including day, month, if available. Must cite at least the year, e.g. 30-06-1998; xx-06-1998; xxxx-1998.
2. REPORT TYPE. State the type of report, such as final, technical, interim, memorandum, master's thesis, progress, quarterly, research, special, group study, etc.
3. DATES COVERED. Indicate the time during which the work was performed and the report was written, e.g., Jun 2001 - Jun 2002; 1-10 Jun 2003; May - Nov 2004; Nov 2002.
4. TITLE. Enter title and subtitle with volume number and part number, if applicable. On classified documents, enter the title classification in parentheses.
 - 5a. CONTRACT NUMBER. Enter the contract number as it appears in the report, e.g. W56HZV-06-C-0001.
 - 5b. GRANT NUMBER. Enter all grant numbers (if applicable) as they appear in the report, e.g. AFOSR-82-1234.
 - 5c. PROGRAM ELEMENT NUMBER. Enter all program element numbers (if applicable) as they appear in the report, e.g. 61101A.
 - 5d. PROJECT NUMBER. Enter all project numbers (if applicable) as they appear in the report, e.g. 1F665702D1257; ILIR.
 - 5e. TASK NUMBER. Enter all task numbers (if applicable) as they appear in the report, e.g. 05; RF0330201; T4112.
 - 5f. WORK UNIT NUMBER. Enter all work unit numbers (if applicable) as they appear in the report, e.g. 001; FAPL30480105.
6. AUTHOR(S). Enter name(s) of person(s) responsible for writing the report, performing the research, or credited with the content of the report. The form of entry is the last name, first name, middle initial, and additional qualifiers separated by commas, e.g. Smith, Richard, J, Jr.
7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES). Leave Blank
8. PERFORMING ORGANIZATION REPORT NUMBER. Leave Blank
9. SPONSORING/MONITORING AGENCY NAME(S) AND ADDRESS(ES). Enter "US Army Tank-automotive Research Development & Engineering Center, Warren, Michigan 48397-5000".
10. SPONSOR/MONITOR'S ACRONYM(S). Enter "TARDEC".
11. SPONSOR/MONITOR'S REPORT NUMBER(S). Enter report number as assigned by the sponsoring/monitoring agency, if available/known, e.g. BRL-TR-829; -215.
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13. SUPPLEMENTARY NOTES. Enter information not included elsewhere such as: prepared in cooperation with; translation of; report supersedes; old edition number, etc.
14. ABSTRACT. A brief (approximately 200 words) factual summary of the most significant information.
15. SUBJECT TERMS. Key words or phrases identifying major concepts in the report.
16. SECURITY CLASSIFICATION. Enter security classification in accordance with security classification regulations, e.g. U, C, S, etc. If this form contains classified information, stamp classification level on the top and bottom of this page.
17. LIMITATION OF ABSTRACT. This block must be completed to assign a distribution limitation to the abstract. Enter UU (Unclassified Unlimited) or SAR (Same as Report). An entry in this block is necessary if the abstract is to be limited.